

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F7336331640100		PAGE 1 OF 21	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F11623-03-T-0027	
6. SOLICITATION ISSUE DATE 26-Aug-2003		7. FOR SOLICITATION INFORMATION CALL		a. NAME SANDY J. ROSEKE		b. TELEPHONE NUMBER (No Collect Calls) 618-256-9256	
8. OFFER DUE DATE/LOCAL TIME 09-Sep-2003 16:00		9. ISSUED BY 375 CONS/LGC 201 E WINTERS STREET BLDG 50 SCOTT AFB IL 62225-5015  TEL: 618-256-9277 FAX: 256-5237		CODE FA4407		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 5043 SIZE STANDARD: 100	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13 b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO 375 AW/CCP - F73363 MSGT LINDA GREEN / SUPERINTENDENT WXE SERVICES 101 HERITAGE DR. SUITE 375 SCOTT AFB IL 62225-5305		CODE F73363		16. ADMINISTERED BY  <b>SEE ITEM 9</b>	
17 a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE		17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		1 COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR		31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED	
31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED		32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		41 c. DATE	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Conference Room AV Upgrade FFP - Provide all equipment, installation, programming & training to upgrade the 375th Airlift Wing Commanders Conference Room In Accordance With the attached Statement of work. NSN 5836-CR-ROO-MEQU MILSTRIP F7336331640100 PURCHASE REQUEST NUMBER F7336331640100 SIGNAL CODE A	1.00	Lump Sum		

---

 NET AMT

## DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	45.00 DAYS ADC	Lump Sum	1.00	Dest.	F73363 375 AW/CCP - F73363 MSGT LINDA GREEN / SUPERINTENDENT WXE SERVICES 101 HERITAGE DR. SUITE 375 SCOTT AFB IL 62225-5305

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With	JUL 1995

	Contractors Debarred, Suspended, or Proposed for Debarment	
52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

**NOTICE TO CONTRACTOR:** Include the purchase order or delivery order number on your shipping document/invoice with the contents of the package listed. If the above information is not attached to the outside of the shipping container, it will be returned. Erroneous order numbers, cited on the container, could result in delayed payments.

**Invoicing Procedures:** To expedite payment of this order, you are required to mail your invoice to the following address: Defense Finance and Accounting Service

DFAS-BAASD/CC  
P.O. Box 369027  
Columbus, OH 43236-9027

ATTN: DCC-Pay Office Omaha

Or the invoice can be faxed to (800) 554-0527. The purchase order number must appear on your invoice. Should you experience problems receiving payment of this order, please contact DFAS Vendor Pay Customer Service at (800) 330-8168. Within 2 weeks after submission of invoice, it is recommended you contact DFAS Vendor Pay Customer Service to verify receipt of your invoice.

**ADMINISTRATION OF ORDER:** After award has been made, this order will be administered by the Goods and Services Branch. Any requests for information or clarification after award of order shall be referred to the buyer **SANDRA J. ROSEKE. CALL (618) 256-9256, FAX (618) 256-5237**, OR write to 375 CONS/LGCB, 201 E WINTERS ST, BLDG 50, SCOTT AFB, IL 62225-5015

**INSPECTION AND ADMINISTRATION:** Point of Contact (POC) listed in the schedule is designated as Technical Representative of the Contracting Officer for the purpose of performing technical administration, inspection, and acceptance of work performed under this order.

**STATE OR LOCAL TAXES:** The prices on this order do not include state or local taxes because the Federal Government, as a Sovereign Power, is not liable for most of these taxes. When preparing your report for these taxes, cite this purchase/delivery order number. It is your Federal Exemption Certification for this sale. Scott AFB's Missouri Tax Exemption Number is 13378155. The Illinois Tax Exemption Number is E9978-5714-04.

**UNILATERAL MODIFICATION:** Unilateral Modifications for the purpose of making administrative changes such as changes in accounting codes, payment offices, and other administrative changes, which do not affect the terms and conditions of this order, may be issued without prior notice to the contractor. The contractor shall receive copies of unilateral modifications for recordkeeping purposes.

**CONTRACTOR EMPLOYEES:** The contractor and, as applicable, subcontractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the National Crime Information Center (NCIC). NCIC checks will verify if a person is wanted by local, state, and federal agencies. All contractor and subcontractor personnel must consent to NCIC background checks. Contractor and subcontractor personnel who do not consent to an NCIC check will be denied access to the installation. Information required to conduct an NCIC check includes: full name, driver's license number, and/or social security number, date of birth of the person entering the installation, [and completion of a background check questionnaire. The contractor shall provide this information using the Scott AFB Form 21, Contractors Consent for Background Check, and shall submit it in conjunction with the contractor's request for vehicle passes.](#) Completion of a successful NCIC check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas.

Contractors shall ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities.

The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the contractor from proceeding with the contract as required.

**POC: MS. SANDY ROSEKE, 618-256-9256, FAX: 618-256-5237**

**UNIT POC: MSgt Linda Green, 618-256-4588**

<b>CONTRACTOR'S CONSENT FOR BACKGROUND CHECK</b>		
<b>PRIVACY ACT STATEMENT</b>		
<p><b>AUTHORITY:</b> 10 United States Code (U.S.C.) 8013, Executive Order 9397.</p> <p><b>PRINCIPLE PURPOSE:</b> Criminal History Background Checks on Individuals working on federal installations.</p> <p><b>ROUTINE USES:</b> Information may be disclosed to local county, state, and federal law enforcement/investigative authorities for investigation. Information extracted from this form may be used in other related criminal proceedings.</p> <p><b>DISCLOSURE:</b> Mandatory. Refusal to provide required information or sign this form will prevent the individual from gaining access to federal installations.</p>		
<b>Section 1.</b>		
<p>I have been advised and I understand the United States Air Force has an obligation to require a criminal history background record check as a condition prior to allowing unescorted access to an installation in order to provide security for personnel and property under its control. I have been further advised that I have a right to obtain a copy of any report and to challenge the accuracy and completeness of any information included in such report.</p>		
<b>Section 2.</b>		
<p>I Understand that the records checks may include the following:</p> <ul style="list-style-type: none"> <li>- A State Criminal History Repository Check in the state where I currently reside and in states where I have formerly resided.</li> <li>- A National Agency Check with Inquiries, which includes a Federal Bureau of Investigation, fingerprint check as required.</li> </ul>		
<b>Section 3.</b>		
<p>I hereby authorize any Federal, State or Local agency or office to release any record relating to me, which is necessary to complete the records checks, described above.</p>		
<b>Section 4. PERSONAL IDENTIFICATION (Print or Type)</b>		
Name (Last Name, First Name, Middle Name)		Maiden Name (Last Name, First Name, Middle Name)
Former Name (Last Name, First Name, Middle Name)		SSAN
		Date of Birth
Sex	Driver's License Number	
Male <input type="checkbox"/> Female <input type="checkbox"/>	State of Issue	
Current Address, City, State, Zip Code		Former Address, City, State, Zip Code
<b>Section 5. Background Check Questionnaire.</b>		
<p><b>a. FELONY OFFENSES:</b> Have you ever been charged with or convicted of any felony offenses? (Include those under the Uniform Code of Military Justice). For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the record. The single exception to this requirement is for certain convictions under the Federal Controlled Substance Act for which the court issued an expungement order under the authority of 21 U.S.C. or 18 U.S.C. 3607.</p>		
Reply	Offense Date	
Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, provide information for each offense in Type of Offense block.	
Type of Offense		Law Enforcement Authority/Court
City and State		County
		Zip Code

<p>b. FIREARMS/EXPLOSIVES OFFENSES: Have you ever been charged with or convicted of a firearms or explosives offense? For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the record. The single exception to this requirement is for certain convictions under the Federal Controlled Substance Act for which the court issued an expungement order under the authority of 21 U.S.C. or 18 U.S.C. 3607.</p>		
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>If Yes, Provide Information For Each Offense In Type Of Offense Block.</p>	<p>Offense Date</p>
<p>Type of Offense</p>		<p>Law Enforcement Authority/Court</p>
<p>City and State</p>	<p>County</p>	<p>Zip Code</p>
<p>c. PENDING CHARGES: Are there currently any charges pending against you for any criminal offense? For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the record. This single exception to this requirement is for certain convictions under the Federal Controlled Substance Act for which the court issued an expungement order under the authority of 21 U.S.C. or 18 U.S.C. 3607.</p>		
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>If yes, provide information for each offense in Type of Offense block.</p>	<p>Offense Date</p>
<p>Type of Offense</p>		<p>Law Enforcement Authority/Court</p>
<p>City and State</p>	<p>County</p>	<p>Zip Code</p>
<p>d. OTHER OFFENSES: In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s) not listed in Sections 5b and c? (Leave out traffic fines of less than \$150.)</p>		
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>If yes, provide information for each offense in Type of Offense block.</p>	<p>Offense Date</p>
<p>Type of Offense</p>		<p>Law Enforcement Authority/Court</p>
<p>City and State</p>	<p>County</p>	<p>Zip Code</p>
<p>Section 5. I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Pursuant to 28 U.S.C., Part V, Chapter 115, Section 1746.</p>		
<p>Executed on Date _____ Signature of Applicant _____</p>		
<p>DO NOT MARK BELOW THIS LINE. RESERVED FOR SF USE ONLY</p>		
<p>DATE CHECK COMPLETED: _____ Results Favorable/Unfavorable (Attach record, if unfavorable.)</p>		
<p>CHECK COMPLETED BY: _____</p>		

**STATEMENT OF WORK  
FOR**

**WING CONFERENCE ROOM EQUIPMENT UPGRADE**  
25 August 2003

## **1. SCOPE**

The primary objective of this project is to provide upgrade/replacement & integration of the existing audio/video/projection/lighting system incorporating the latest technology. The contractor shall provide all management, personnel, equipment, tools, materials, supervision, transportation, and other items and services necessary to perform this work. The contractor shall deliver, install, integrate, test, and provide training for the operation and care of the integrated system.

## **2. REQUIREMENT**

The contractor shall perform procurement, installation, connectivity, adjustments, operational testing, and training. Attendance at the site survey is highly encouraged to determine exact complexity of this project. The contractor shall provide all labor, material, equipment and transportation required to complete this project.

Contractor shall remove & return to the Government any obsolete equipment not used in the upgrade.

**Contractor Materials.** Contractor procured equipment must meet specs identified in section 3. Contractor must procure all video and audio cables needed to make connections. Contractor will be required to re-build the lectern to accommodate the Isys panel.

The contractor shall ensure materials or parts supplied be new and adhere to the original equipment manufacture's specifications. Extend to the government all commercial warranties commonly associated with the new parts consistent with standard commercial practices. Written warranties, when available, on such parts shall be furnished to the using activity.

The contractor shall have suitable, modern equipment and all special tools necessary for the proper installation of the equipment items or system called for under this contract.

Contractor shall leave the government all original manufacturer equipment manuals and software. Any programming source code/licensing shall become the property of the government to allow for future upgrades.

Contractor shall provide proof of Certification to Program Crestron Control Systems.

**Training.** Prior to Government Acceptance, the contractor shall provide training on the operation of the integrated system. Training shall be on site for approximately 6 hours. The training shall encompass normal operation and first line troubleshooting.

**Government Furnished Equipment.** Any currently installed equipment may be used to include: equipment rack, 2 Sony Projectors, audio & power, lighting system, and lecturn. The government will provide all required 110V AC power.

**Period of Performance.** Work on this project must commence NLT 29 September 2003 and final testing and acceptance shall take place no later than 45 days after delivery of contract. Hardware delivery and installation shall be coordinated with the project managers.

**Site Issues.** The contractor must coordinate with MSgt Green, 256-4588, to schedule times and access to the installation areas. The contractor shall leave the work areas in a clean condition at the end of each day's work. After completion of the task in this SOW, but before government acceptance, the contractor shall clean the facilities removing all debris left by the contractor from walls, floors, or ceiling or from other areas of the building used or traversed by the contractor. Location. All on-site work will be performed in Building P-3, Scott AFB IL. Contractor access into the building will be 10 hours a day (0700-1700), 5 days a week (Mon-Fri). Contractor

personnel will be escorted while on site. **A site visit will be held on 2 September 2003. Meet at Bldg 50 (contracting) at 1:30 p.m. Please notify Ms Roseke, 256-9256 if you plan to attend and to obtain access.**

**Test and Acceptance.** Prior to Government Acceptance, the contractor shall test the systems installed under this SOW and demonstrate to the government the complete functionality of all components/capabilities. Contractor shall also provide a wiring schematic of the complete system prior to government acceptance.

**Incidental Equipment/Materials.** The contractor shall furnish all wiring, cables, connectors, and components necessary to connect the various components of the integrated system as required for a complete and operable system without claim for additional payment. All cable must be plenum rated and will be run thru the ceilings/walls/flooring rather than thru visible conduit.

**Contractor Employees.** The contractor and, as applicable, subcontractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the National Crime Information Center (NCIC). NCIC checks will verify if a person is wanted by local, state, and federal agencies. All contractor and subcontractor personnel must consent to NCIC background checks. Contractor and subcontractor personnel who do not consent to an NCIC check will be denied access to the installation. Information required to conduct an NCIC check includes: full name, driver's license number, and/or social security number, date of birth of the person entering the installation, [and completion of a background check questionnaire. The contractor shall provide this information using the Scott AFB Form 21, Contractors Consent for Background Check, and shall submit it in conjunction with the contractor's request for vehicle passes.](#) Completion of a successful NCIC check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas.

Contractors shall ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities.

The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the contractor from proceeding with the contract as required.

**3. EQUIPMENT REQUIREMENTS** – All Equipment listed below is to be BRAND NAME OR EQUAL. If you are providing an equivalent—please provide the technical specifications for Technical Review comparison purposes.

#### **QTY Description**

1	NEC 2600 ANCI Lumen LCD Projector with 1024x768 active res, center shoot 1:1 lens.
1	Projector Mount
1	YAMAHA DVD 5-Disc DVD Audio and DVD Video Changer with RS232 control
1	JVC Hi Fi SVHS VCR RS232 controlled
1	Multi-Tasker 19 slot enclosure
1	Multi-tasker 8 slot enclosure
1	Blank Front panel for MT100-100 (Micro included – no buttons)
1	Blank Front Panel for MT100-101 (Micro included, no buttons)
6	16x8 video matrix switcher (BNC IN/3 Slot; 350Mhz)
4	16 x 8 Video Matrix Switcher (BNC IN/3 Slot; 200 Mhz)
1	1-IN 6-out S-Video DA
4	Multi-Tasker Card Slot Cover
1	7.1 Surround Sound Processor, Multi-Channel Amp and Video Matrix RS-232 Control 6 Channel @ 120 watt per channel. 2-zone 9second zone dedicated to video conferencing audio).



- 8 TANNOY IDC ceiling system speakers with back can 7 grille (for voice and rear sound)
- 1 TANDBERG System 2500 with Natural Presenter Package and Multi-Site. Also includes Quick Start Program. Intelligent Packet Loss Recovery. Embedded IP BRI and Network interfaces, Dual Video, VNC (remote computer display connection), Embedded encryption.
- 2 Network Terminator for ISDN
- 8 SHURE Ceiling Microphones
- 1 GENTNER 12 x 12 channel matrix mixer with distributed echo cancellation, audio processing, equalization and audio control.
- 1 CRESTRON 1-way RF Gateway for STX-1700C.
- 2 CRESTRON 2-way RF, Compact 5.7" Screen Color Touchpanel Active Matrix Display, Black Case, Includes 10 engraveable pushbuttons, 10 blank pushbuttons, ST-DS and ST-BTP. Requires STRFGWX RF Gateway.
- 1 CRESTRON Isys Advanced Touchpanel Control System 12" Screen, lecturn mount, black case, includes TIPS-IMC.
- 1 CRESTRON Isys Dual Video Card for TPS-5000
- 1 CRESTRON Isys RGB Graphics Card for TPS-5000
- 1 CRESTRON Control system processor
- 1 CRESTRON Single Port 10/100 BaseT Ethernet for Z-Bus slot
- 1 CRESTRON TV Tuner
- 1 VersaPoint Combo RF Keyboard and Mouse (For Main Computer—Government Furnished)
- 1 CUSTOM Camera Stand for under screen and wall mounted camera
- 1 Moveable Equipment Rack and mount projectors on wings or stands each side of rack and in front of rack.
- 1 AC Surge Protector
- 1 UPS Backup for Processor.

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical capability, past performance and price.

Technical capability will be based on the following:

Has the contractor provided all equipment required in Para 3 of the SOW.

Is the CFE equal to or better than the equipment listed in Paragraph 3 of the SOW.

Is descriptive literature furnished for "equal to or better than" equipment as listed in Paragraph 3 of the SOW.

Does the contractor provide proof of a Crestron Certified Programmer.

Does the contractor provide system training to Government personnel.

Technical ability and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_Black American.

\_\_\_\_Hispanic American.

\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic

end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

-----  
 -----  
 -----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

-----  
 -----  
 -----

Country of Origin

-----  
 -----  
 -----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.



(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003) (DEVIATION)

(a) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of the basic clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 375 CONS/LGCB, Attn: Mr John Elliott or Ms Sandy Roseke, 201 E. Winters St., Bldg 50, Scott AFB IL 62225-5015.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.farsite.hill.af.mil](http://www.farsite.hill.af.mil)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.farsite.hill.af.mil](http://www.farsite.hill.af.mil)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DFARS (48 CFR Chapter Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

- (a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

- (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

- (2) Representation.

The Offeror represents that it-

\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----

(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

5352.215-9001 NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)

- (a) A pre-bid/pre-proposal conference will be conducted at Bldg 50, Scott AFB IL on 2 September 2003 at 1330 for the purpose of answering questions regarding this solicitation.
- (b) Submit the names of all attendees (not to exceed 2) to Sandy Roseke, (618) 256-9256, [sandy.roseke@scott.af.mil](mailto:sandy.roseke@scott.af.mil) prior to 2 September 2003. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.
- (c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than 4 p.m. local time 3 September 2003. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.
- (d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.